

MEMORANDUM OF AGREEMENT
FY 1998
BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
NATIONAL CANCER INSTITUTE
AND
THE DEPARTMENT OF ENERGY
OFFICE OF ENVIRONMENT, SAFETY AND HEALTH

This memorandum sets forth the terms of agreement in FY 1998 between the Department of Health and Human Services (HHS), National Cancer Institute (NCI), and the Department of Energy (DOE), Office of Environment, Safety and Health for joint implementation of the project, "U.S./Belarus/Ukraine Joint Research on the Biomedical Effects of the Chernobyl Reactor Accident."

I. DESCRIPTION OF SERVICES

This agreement is a mechanism to implement the transfer of funds to provide partial support for the Chernobyl-related leukemia and thyroid disease epidemiology studies in Ukraine and the thyroid disease epidemiology study in Belarus in fiscal year (FY) 1998 from DOE to HHS, NCI, and to define the responsibilities of each Agency with respect to these studies.

These studies will operate under the auspices of the Joint Coordinating Committee for Civilian Nuclear Reactor Safety (JCCCNRS) and applicable Binational Agreements. The total cost of these projects in FY 1998 estimated by NCI is around \$2.5 million, exclusive of the cost of equipment and supplies and contributions from other agencies and/or countries.

A. DOE makes a commitment to:

Transfer at the proper time in FY 1998 agreed-upon funds to NCI to cover administrative, logistical, managerial, equipment, and supply costs incurred in the execution of activities directly related to the leukemia and thyroid disease epidemiology studies in Ukraine and the thyroid disease epidemiology study in Belarus. DOE will contribute up to \$800,000 from the FY 1998 budget.

B. NCI makes a commitment to:

1. Assume all responsibility for management, coordination and oversight of the design, implementation, analysis and scientific interpretation of the results of leukemia and thyroid disease epidemiology studies of Chernobyl-exposed populations in Ukraine and Belarus.
2. Manage, coordinate and oversee the projects using staff of the NCI and/or of an NCI funded scientific and technical support contractor.

3. Assume responsibility for all official policy, financial, management and scientific matters with the governments of Belarus and Ukraine and their relevant organizational entities and personnel.

4. Act as the sole contact point for all official project-related communications between U. S. agencies and their contractor personnel and Ukraine and Belarus Ministries and collaborating institutions and individuals. This is not intended to preclude personal scientific or technical discourse among or between scientists and physicians or limit unofficial interactions between interested parties.

5. Develop milestones on a quarterly basis for the ongoing program to be used in evaluation of the progress of the project and for authorization of payments for local support.

6. Share all reports regarding these projects with DOE and, when appropriate, with other relevant U. S. Government Agencies (Nuclear Regulatory Commission and Department of State).

7. Provide DOE with annual progress and financial reports.

8. Invite DOE observers to all review and reporting sessions.

9. Contribute financial resources from its FY 1998 budget of at least matching funds toward the implementation of the projects. (If DOE support and NCI matching funds are not sufficient to fully implement the protocols, and the remaining shortfall cannot be met from other sources, the scope of the project(s) will be revised.)

II. DURATION OF AGREEMENT

This agreement is effective when signed by both parties and shall remain in effect through the end of FY 1998 unless amended by mutual written consent of both parties. The agreement is to be renewed annually thereafter by written mutual agreement and will correspond to the Federal fiscal year. There is every intention to continue this agreement to ensure satisfactory completion of these projects.

III. PAYMENTS TO BE MADE TO: NATIONAL CANCER INSTITUTE

Reimbursement by Standard Form 1080 or 1081 or Treasury Online Payment and Costing (OPAC) system.

Submit billing to:

FINANCE DIVISION
P.O. BOX 2001
OAK RIDGE, TN 37831

IV. REIMBURSING AGENCY CODE: DE-A105-92EH89188.000

This agreement will operate under the following NCI codes:

Agreement Number:	Y3-CB-0020
Appropriation:	7570849
Common Account Number:	7-8422517

V. LEGAL AUTHORITY

The legal authority for NCI to enter into this agreement is encompassed within the provisions of the Economy Act of 1932 as amended (31 U.S.C. 1535 and 1536).

VI. TRAVEL

Travel under this agreement is subject to allowances authorized in accordance with the Federal Travel Regulations, Joint Federal Travel Regulations, and/or Foreign Services Regulations.

VII. EQUIPMENT

Any equipment procured shall not be required to be returned to DOE or NCI.

VIII. PROJECT OFFICERS

NCI: IHOR J. MASNYK, Ph.D.	DOE: BARRETT N. FOUNTOS
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National Cancer Institute	Office of International Health Programs
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	e-mail: barrett.fountos@eh.doe.gov

IX. MODIFICATIONS OR CANCELLATIONS

This agreement, or any part of its specific provisions, may be revised by signature approval of both parties signatory hereto. Cancellation of the agreement may be accomplished only at the expiration of 90-day advanced notification by either party.

X. RIGHTS IN DATA

NCI may:

1. Establish a claim to copyright scientific or technical articles based on, or containing, data first produced in the performance of this agreement.
2. Use, release to others, reproduce, or publish any data first produced in the performance of this agreement, provided that a copy of the final document is provided to DOE.

STATEMENT OF WORK SUMMARY

DOE will provide a portion of the funds required (up to \$800,000) for the performance of specified activities in support of the three projects (U.S.-Belarus Thyroid, U.S.-Ukraine Thyroid, U.S. - Ukraine Leukemia) in FY 1998. NCI will contribute at least matching funds to carry out these three projects.

In addition, NCI (Radiation Effects Branch), in consultation with Binational Advisory Groups and working groups of experts, tailored to specific technical requirements, will assume full responsibility for design, implementation, analysis and scientific interpretation of leukemia and thyroid disease epidemiologic studies of Chernobyl-exposed populations in Belarus and Ukraine; manage, coordinate and oversee all ongoing activities; assume responsibility for all official policy, management issues, and all financial matters; be the sole source of all official contacts for project-related communications between all participating entities: U.S. Agencies, contractors, advisors, consultants, and Belarus and Ukrainian organizations and personnel. This is not intended to preclude personal scientific or technical discourse among or between scientists and physicians or limit unofficial interactions between interested parties.

NCI will provide DOE copies of all reports, minutes of meetings, and other documentation related to these studies and will provide DOE an annual progress/financial report within 30 days of the end of the fiscal year. NCI will invite DOE staff as observers to program reporting sessions.

NATIONAL CANCER INSTITUTE

DEPARTMENT OF ENERGY



Richard D. Klausner, M.D.
Director
National Cancer Institute
National Institutes of Health

Date: _____



Peter N. Brush
Acting Assistant Secretary for
Environment, Safety and Health
Department of Energy

Date: May 4, 1998